

When Recorded, Return to

Department of Planning and Development

700 5th Ave, Suite 2100

P.O. Box 34019

Seattle, WA 98124-4019

**SIDE SEWER HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SMC 21.16.210 and 21.26.260)**

GRANTOR: 1) _____

2) _____

3) _____

☐ Additional Owners/Grantors on page _____

GRANTEE: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

☐ Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S).

Permit Street Address _____

Application No. (by DPD staff): _____

Date (by DPD staff): ____/____/____

Grantor's Address _____

City _____ State _____ Zip _____

**SIDE SEWER HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SMC 21.16.260 or SMC 21.16.210)**

[when Director authorizes installations under .260 or .210 that don't meet strict standards of the code.]

THIS Agreement is executed in favor of the City of Seattle ("City") by _____, ("Owner") of the following described property situated in City of Seattle, King County, State of Washington:

Owner proposes to construct or install side sewer facilities that do not conform to construction requirements and specifications for side sewers contained in SMC chapter 21.16 in the following ways:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

In consideration of the City's granting a side sewer permit that contains proposed facilities that do not conform to the construction requirements and specifications for side sewers contained in SMC chapter 21.16, Owner hereby agrees and covenants, pursuant to SMC 21.16.260, as follows:

1. Owner warrants and agrees that Owner has bargained for and negotiated this Agreement and that all owners have executed this Agreement.
2. Owner agrees to install the side sewer in accordance with the permit granted by the City and the plans submitted to the City and to maintain the side sewer.

3. Owner acknowledges that the proposed side sewer facilities do not conform to the requirements of the Seattle Municipal Code contained in SMC chapter 21.16. Owner acknowledges that the City is not responsible for the adequacy or performance of the side sewer facility, and agrees on behalf Owner and on behalf of Owner's heirs, successors and assigns to:

a) accept any and all risk of loss, damage and injury associated with the installation, operation and maintenance of the side sewer;

b) waive any and all right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage, including without limitation personal injury, death, property damage, and loss of use by reason of, arising out of, or related to the installation, operation or maintenance of the side sewer or to drainage or erosion on or off the property described above, except for such losses that directly result from the sole negligence of the City.

c) to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the installation, operation and maintenance of the side sewer, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.

4. Owner intends and agrees on behalf of Owner and on behalf of Owner's heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants forever.

5. Owner has applied to the City for the following permits or approvals for the property legally described above:

Type(s) of permit sought: Side Sewer

Date(s) of application: See front page

Application Number: See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY
(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

Printed Name

Address

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

Printed Name

Address

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

**(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY
OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)**

Date: _____

State of Washington)
)ss
County of _____)

Owner/Grantor

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that
he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____
(type of authority, e.g., partner, trustee, title of officer, personal representative,
guardian, attorney in fact for a principal, etc.) of _____
(name of owner/entity on behalf of whom instrument was executed), to be the
free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Printed Name

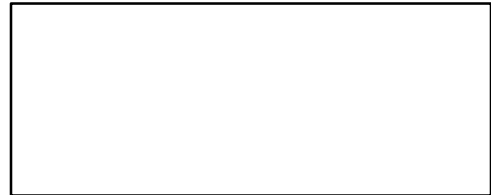
Address

By _____

Date: _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Its _____



Use this space for Notary Seal

Date: _____

State of Washington)
)ss
County of _____)

Owner/Grantor

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that
he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____
type of authority, e.g., partner, trustee, title of officer, personal representative,
guardian, attorney in fact for a principal, etc.) of _____
(name of owner/entity on behalf of whom instrument was executed), to be the
free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Printed Name

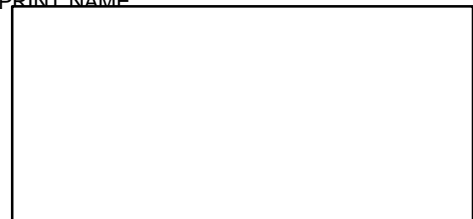
Address

By _____

Date: _____
NOTARY PUBLIC in and for the State of
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Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Its _____



Use this space for Notary Seal